

CITY of ~~TUCSON~~ CONTRACT NO. 0642-87

LANDSCAPE MAINTENANCE AGREEMENT

JPH 9-2-87

ARIZONA PROJECT F-031-1-518

TUCSON-ORACLE JCT-GLOBE HWY
Oracle Road (US 89)
(Glenn Street -Roger Road)
City of Tucson

THIS AGREEMENT, made this 4th day of November, 1987, pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly authorized, hereinafter designated Department of Transportation and the City of Tucson, a municipal corporation, acting by and through its City Council, thereunto duly authorized, hereinafter designated as City.

WITNESSETH:

WHEREAS, the City is empowered by A.R.S. Sec. 9-672B to enter into this agreement and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of the City; and

WHEREAS, it is to the mutual advantage of the Department of Transportation and the City to landscape certain areas within the right-of-way on US 89 in the median of the roadway from construction centerline roadway station 66+11.79, to construction centerline roadway station 144+84.39, a net distance of approximately 1.49 miles.

NOW, THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the City, pursuant to the authority contained in A.R.S. Sec. 28-108 as follows:

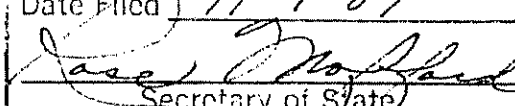
1. The Department of Transportation will prepare plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the Department of Transportation, using State funds, matched by 25% City funds apportioned to the Department of Transportation. The City shall pay the State \$73,030, which represents 25% of estimated costs. Upon receipt of a finalized

NO 12544

FILED WITH SECRETARY OF STATE

Date Filed

11-9-87
Secretary of State

accounting for the project, the City agrees to reimburse the State for 25% of actual costs in excess of \$73,030, and the State agrees to reimburse the City for any funds provided in excess of the City's 25% share of actual costs.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right-of-way on US 89 in the median of the roadway from construction centerline roadway station 66+11.79, to construction centerline roadway station 144+84.39.

4. The City shall furnish all water for landscape installation during construction phase, and all water hereafter necessary to properly maintain the landscape within the right-of-way on US 89 in the median of the roadway, all as shown on the project plans from construction centerline roadway station 66+11.79, to construction centerline roadway station 144+84.39, all at City expense.

5. After construction the City shall maintain the landscaping and irrigation system within the right-of-way on US 89 in the median of the roadway from construction centerline roadway station 66+11.79, to construction centerline roadway station 144+84.39.

6. The City shall furnish all electrical power necessary to maintain the landscaping within the right-of-way on US 89 in the median of the roadway from construction centerline roadway station 66+11.79, to construction centerline roadway station 144+84.39.

7. The City hereby agrees to maintain the landscaping and irrigation system, in an attractive manner, as it was designed and approved by the Department of Transportation, and the City will not make any changes, additions or deletions without written approval by the Department of Transportation, Roadside Development Services. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic.

8. Each party shall be solely responsible for its own acts or omissions by reason of its operations under this agreement. Each party represents that it shall maintain for the duration of this Agreement policies of public liability insurance covering all of their operations undertaken in implementation of this agreement, providing bodily injury limits of not less than Five Hundred Thousand Dollars (\$500,000) for any one person, of not less than One Million Dollars (\$1,000,000) for any one occurrence, and property damage liability to a limit of not less than One Hundred Thousand Dollars (\$100,000). The parties may fulfill the obligations of this Article by programs of self insurance providing equivalent coverage.

9. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in A.R.S. Sec. 12-1518 (B) and (C).

10. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

11. Attached hereto are resolutions of the Department of Transportation and the City authorizing both entities to enter into this agreement, and a written determination by the City Attorney of Tucson that this agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

12. The effective date of this agreement shall be upon filing with the Secretary of State and shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.

13. All parties are hereby put on notice that this Contract (agreement) is subject to cancellation by the Governor, pursuant to A.R.S. Sec. 38-511.

IN WITNESS WHEREOF the parties have executed two copies of this agreement on the day and year herein written.

ARIZONA DEPARTMENT OF
TRANSPORTATION

BY: 

Chief Deputy State
Engineer

CITY OF TUCSON, a municipal
corporation

BY: 

MAYOR

COUNTERSIGNED:

BY: 

CITY CLERK

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 8th day of June, 1987.

Louise B. Stratton

for City Attorney

ADOPTED BY THE
MAYOR AND COUNCIL

JUN 15 1987

RESOLUTION NO. 14064

RELATING TO TRANSPORTATION; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR PROVISION OF MEDIAN ISLAND LANDSCAPING ALONG U.S. 89 (ORACLE ROAD).

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona Department of Transportation, attached hereto as Exhibit A and incorporated herein by reference, for provision of median island landscaping along U.S. 89 (Oracle Road), is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson, and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council
of the City of Tucson, Arizona, JUN 15 1987.

Brent L. Davis
MAYOR PRO-TEMPORE

ATTEST:

Donald L. Scurant
CITY CLERK

APPROVED AS TO FORM:

for Thomas J. Wilson
CITY ATTORNEY

REVIEWED BY:

[Signature]
CITY MANAGER

LBS:jt
6/8/87
LBS



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR87-3115, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

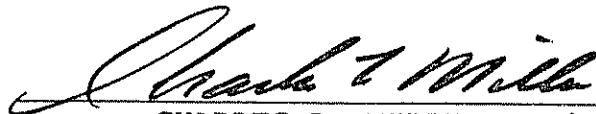
DATED this 2 day of November 1987.

ROBERT K. CORBIN
Attorney General

Albert Moya
Assistant Attorney General
Transportation Division

RESOLUTION

Be it resolved on this date, November 4, 1987, I, CHARLES L. MILLER, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF TUCSON, acting by and through its CITY COUNCIL enter into the intergovernmental agency agreement for the purpose of entering in a landscape maintenance agreement for certain projects which have been selected by the State and subject to the approval of the City of Tucson as by law required; and request the City to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.

A handwritten signature in cursive script, reading "Charles L. Miller", written over a horizontal line.

CHARLES L. MILLER, Director
Department of Transportation